GREENVILLE CO. S. C.

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OLLIE FARHSWORTH R. H. C. MYCHE, BURGESS, FREEMAN & PARILLING, A.A. P. D. ROX 10207

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STATE OF SOUTH CAROLÍNA

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

.THIS INDENTURE, made this 15th day of 1000, 1971 between REDMAN DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Kansas, being hereinafter known and designated as the MORTGAGOR, and W. Ashley Verlander, Judson S. Whorton, George D. Auchter, Jr., Roger L. Main, Brice R. Smith, Jr., Charles K. Cross and Clifford A. Cutchins, III, not individually, but as Trustees of AMERICAN CENTURY MORTGAGE INVESTORS, a Massachusetts Business Trust under Declaration of Trust dated May 14, 1969, as amended, and their respective successor Trustees under said Declaration of Trust (in the event of death, resignation or removal of any Trustee herein named or the failure of any Trustee to be reelected, any such Trustee shall automatically be divested of his interest herein, and the remaining Trustees and any newly elected or appointed Trustee or Trustees acting at the time shall be the sole owners of this mortgage) with power to protect, manage, sell, transfer, assign, consolidate, coordinate and/or spread with any other mortgage, modify, satisfy, enforce, foreclose and/or without being limited by any of the foregoing, deal with in any manner this mortgage and the lien thereof, and exercise any right or option contained in this mortgage and to release any portion of the security from the lien of this mortgage, and with power to sell, contract to sell, convey, lease, encumber, execute deeds of conveyance, leases or mortgages and notes in connection with or in any manner and without being limited by any of the foregoing, deal with the property described herein or any part thereof hereafter acquired by foreclosure of this mortgage or acquired in any other manner, being hereinafter known and designated as the Mortgagee,

## WITNESSETH:

WHEREAS, the said mortgagor is justly indebted to the said mortgagee in the sum of TWO MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,100,000.00), or so much thereof as may be disbursed, and has agreed to pay the same with interest thereon, according to the terms of those two certain notes or obligations bearing even date herewith in the amounts of \$1,890,000.00 and \$210,000.00, respectively, to which notes reference is specifically made, providing for the payment thereof in installments, the last of which is due and payable on or not later than June 1, 1998.

NOW, THIS INDENTURE WITNESSETH, that the mortgagor, for the better securing of the payment to the said mortgagee of the said sum of money mentioned in said notes or obligations, with interest thereon, and also for and in consideration of the sum of TEN DOLLARS (\$10.00) to the mortgagor in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and convey unto the mortgagee, its successors and assigns, forever.